

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In Re:	:	
	:	
SHAUNICE NICOLE ADAMS	:	
AKA SHAUNICE N. ADAMS-ROWLETTE	:	
AKA SHAUNICE N. ADAMS	:	
xxx-xx-1275	:	
Debtor .	:	CHAPTER 13
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	:	
U.S. Bank National Association as	:	
Legal Title Trustee for Truman 2016	:	Case Number: 17-11604/ELF
SC6 Title Trust	:	
Movant,	:	
v.	:	
SHAUNICE NICOLE ADAMS	:	
AKA SHAUNICE N ADAMS-ROWLETTE	:	
AKA SHAUNICE N. ADAMS	:	
	:	
Debtor,	:	
And	:	Hearing Date: September 12, 2019
	:	
SCOTT WATERMAN	:	
	:	
Trustee,	:	
	:	Courtroom: 1
Respondents.	:	
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**STIPULATION RESOLVING MOTION OF US BANK, NA, AS LEGAL TITLE
TRUSTEE FOR TRUMAN 2016 SC6 TITLE TRUST FOR RELIEF FROM THE
AUTOMATIC STAY TO PERMIT MOVANT TO EXERCISE ITS RIGHTS UNDER
STATE LAW AGAINST CERTAIN REALTY KNOWN AS 3 STONECREEK CT.,
EASTON, PENNSYLVANIA 18045**

THIS matter being opened to the Court by secured creditor, US Bank NA as Legal Title Trustee for Truman 2016 SC6 Title Trust, (hereinafter “US Bank”), by and through its counsel Emmanuel J. Argentieri of the law office of Romano Garubo & Argentieri, upon the filing of a

motion for relief from stay as to real property, more commonly known as 3 STONECREEK CT., EASTON, PENNSYLVANIA 18045; and David Gellert, Esquire having filed an objection thereto on behalf of Debtor; and it appearing that the parties have amicably resolved their differences and for good cause shown;

1. If any valid proofs of payment are produced by the Debtor that have not yet been credited, her post-petition mortgage account shall be adjusted accordingly.

2. The Debtor is currently due for the March 1, 2019 through September 1, 2019 post-petition monthly mortgage payments, which are broken down as follows:

7 monthly payments of \$1,892.13, less suspense balance of \$621.39, along with the reimbursement of US Bank's attorney fees totaling \$850.00, for a grand total of \$13,473.52.

3. Debtor shall tender the sum of \$13,473.52 directly to US Bank on or before the close of business for September 30, 2019. The payment should be forwarded to: c/o Rushmore Loan Management Services PO Box 52708, Irvine, CA 92619.

4. If Debtor does not comply with paragraph 3 herein, counsel for US Bank may file a Certification of Default with the Court requesting an Order granting it relief from the automatic stay as to the mortgaged property herein.

5. Commencing with the October 1, 2019 post-petition mortgage payment and continuing each month thereafter for the duration of this Chapter 13 proceeding, Debtor shall remit payments directly to US Bank as same come due.

6. The provisions of this stipulation do not constitute a waiver by the Moving Party of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

7. If the case is converted to a Chapter 7 case, US Bank shall file a Certification of Default with the Court and the Court shall enter an Order granting it relief from the automatic stay.

8. If any of the aforementioned stipulation payments and/or regular monthly mortgage payments commencing after the cure of the post-petition delinquency are more than thirty (30) days late, US Bank may send Debtor a written notice of default of this Stipulation. If the default is not cured within ten (10) days of the date of the notice, counsel for US Bank may file a Certification of Default with the Court and the Court shall enter an Order granting it relief from the automatic stay as to the mortgaged property herein.

The undersigned hereby consent to the form and entry of the within order.

/S/EMMANUEL J. ARGENTIERI

Emmanuel J. Argentieri, Esquire
Attorney for Secured Creditor, US Bank

Date: 9/14/19

/S/DAVID S. GELLERT

David S. Gellert, Esquire
Attorney for Debtor, Shaunice Nicole Adams

Date: 9/13/19

ORDER

AND NOW, this 17th day of September, 2019, it is hereby
ORDERED that the foregoing Stipulation is **APPROVED**.

(Page 3 of 3)



ERIC L. FRANK
U.S. BANKRUPTCY JUDGE